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*Attorneys for Plaintiffs Alexandre Passos
and Jennifer Allen, on behalf of themselves
and all other Aggrieved Employees*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - STANLEY MOSK COURTHOUSE**

ALEXANDRE PASSOS, an individual,
JENNIFER ALLEN an individual on behalf
of herself and all other aggrieved employees,

Plaintiffs,

vs.

BEAUMONT MANAGEMENT CO. INC., a
California Corporation, AB-PC, INC., a
California Corporation; JOHN DOE, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 20VECV00962

*[Assigned for all purposes to Honorable William
F. Fahey, Dept. 69]*

**AMENDED ~~[PROPOSED]~~ FINAL
JUDGMENT**

*[FILED CONCURRENTLY WITH JOINT STIPULATION
REQUESTING APPROVAL OF REPRESENTATIVE
PAGA SETTLEMENT; DECLARATION OF HAIG B.
KAZANDJIAN IN SUPPORT THEREOF; AND
[PROPOSED] ORDER APPROVING REPRESENTATIVE
PAGA SETTLEMENT]*

Complaint Filed: August 31, 2020

Status Conference: November 3, 2021

Trial Date: None set

The Court has received and considered the application of Plaintiffs, Alexandre Passos and Jennifer Allen (herein "Plaintiffs") on their own behalf and on behalf of the people of the State of California, and as "aggrieved employees" acting as private attorney general under the Labor Code Private Attorneys General Act of 2004, § 2698, et seq. ("PAGA") for approval of the PAGA Settlement Agreement ("PAGA Settlement Agreement" or "Settlement") entered into

03/07/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: V. Solis Deputy

between Plaintiffs on behalf of the State of California as a private attorney general pursuant to
PAGA and Defendants Beaumont Management Co., Inc., a California Corporation, AB-PV, Inc.,
a California Corporation, and DOES 1 through 100 (herein “Defendants”) (collectively “the
Parties”), and has entered an Order for Approval of the Representative PAGA Settlement.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. The Parties’ Stipulation of Settlement entered into by and between Plaintiffs and
Defendants shall be incorporated into this Judgment as though all terms therein are set forth in
full in this Judgment. The capitalized terms in this Judgment shall have the same force and
effect as the terms defined in the Stipulation of Settlement.

2. The PAGA Group covered by this Judgment consists of the following persons:
All current and former non-exempt employees who performed work for Defendants in California
as resident managers, leasing agents, and maintenance workers during the period from August
31, 2019 through November 15, 2021. The Parties estimate that there are approximately 86
individuals in the PAGA Group.

3. By virtue of the Stipulation of Settlement the LWDA, the State of California,
Plaintiffs and each member of the PAGA Group, release any and all claims and causes of action
Plaintiffs and the PAGA Settlement Members, individually and as the representatives acting as
proxy or agent of the LWDA, a State of California Executive Branch Agency, and their heirs,
executors, administrators, attorneys, agents and assigns, who will fully and finally release and
discharge Defendants and their former, present, and future parent companies, subsidiary
companies, affiliates, holding companies, officers, owners, directors, members, managers,
employees, consultants, partners, shareholders, members, managers, operators, joint venturers,
agents, successors, assigns, accountants, insurers, or legal representatives (“Released Parties”),
from all claims, rights, demands, liabilities and causes of action for civil penalties under the
California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (PAGA),
alleged in in the Litigation and contained in Plaintiffs’ notices to the LWDA, for civil penalties
under PAGA during the PAGA Period, including claims that Defendants: (1) failed to pay
overtime and double time in violation of Labor Code §510, §1198, and applicable Wage Orders;

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(2) failed to pay minimum wages in violation of Labor Code § 1182.12, §1194, § 1197, §1197.1; § 1198, and the applicable Wage Orders; (3) failed to provide rest and meal periods in violation of Labor Code § 226.7, § 512(a), § 1198, and applicable Wage Orders; (4) failed to keep complete and accurate payroll records and provide itemized wage statements in violation of Labor Code § 226(a), §1174(d), § 1198, and the applicable Wage Orders; (5) failed to pay all wages earned on time in violation of Labor Code § 204; (6) failed to pay all wages earned upon discharge or resignation in violation of Labor Code § 201, § 202, and § 203; (7) failed to reimburse necessary Business-Related Expenses and Costs in violation of Labor Code § 2800 and § 2802; (8) failed to provide adequate lodging in violation of Labor Code § 6400, § 6401, § 6401.7, § 6402, § 6403, § 6404, § 6406, § 6407, § 6409.1, and the applicable Wage Orders; and (9) illegal rounding practices in violation of Labor Code § 204, or any other violations under California Labor Code sections § § 201 - 204, 210, 218.5, 221, 223, 226(a), 226.7, 510, 512, 558, 558.1, 1174, 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.5(k), 1198, 1199, 1199.5, 2802, 2810.5, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, 6407, 6409, 6409.1, 2698 *et seq.*, 2699, statutory attorneys' fees and costs under PAGA and California Code of Civil Procedure § 1021.5, and all applicable Wage Orders ("PAGA Released Claims"). As a result of this release, the PAGA Group, including Plaintiffs, will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code § 2698 *et seq.*, for any violations of the PAGA Released Claims that took place during the PAGA Period. The PAGA Released Claims exclude the release of claims not permitted by law. However, this release shall not apply to claims for workers' compensation benefits or unemployment insurance benefits or any other claims that Plaintiffs cannot, by statute, lawfully waive by this Settlement Agreement.

4. Neither this Judgment nor the Stipulation of Settlement shall constitute an admission by Defendants of any liability or wrongdoing, nor is this Judgment a finding of the validity of any of the claims alleged in the Litigation or a finding of liability or wrongdoing by Defendants.

5. The Court hereby enters FINAL JUDGMENT in favor of Plaintiffs and the

PAGA Group in the amount of \$175,000.00 for Plaintiffs' claims for PAGA penalties under Labor Code § 2699 for violations of Labor Code sections § § 201 - 204, 210, 218.5, 221, 223, 226(a), 226.7, 510, 512, 558, 558.1, 1174, 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.5(k), 1198, 1199, 1199.5, 2802, 2810.5, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, 6407, 6409, 6409.1, 2698 et seq., 2699, statutory attorneys' fees and costs under PAGA and California Code of Civil Procedure § 1021.5, and all applicable Wage Orders ("PAGA Released Claims"). As a result of this release, the PAGA Group, including Plaintiffs, will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code § 2698 *et seq.*, for any violations of the PAGA Released Claims that took place during the PAGA Period. The PAGA Released Claims exclude the release of claims not permitted by law. However, this release shall not apply to claims for workers' compensation benefits or unemployment insurance benefits or any other claims that Plaintiffs cannot, by statute, lawfully waive by the Settlement Agreement.;

The Amended Judgment is awarded and allocated as follows:

- (a) PAGA Counsel's attorneys' fees in the amount of \$52,500, which is 30% of the \$175,000.00 Settlement Payment;
 - (b) PAGA Counsel's request for reimbursement of Litigation costs in the amount of \$4,741.89;
 - (c) Administrative Costs in the amount of \$2,500.00 to be paid to the Settlement Administrator, Simpluris;
 - (d) PAGA Enhancement Payments of \$1,500.00 awarded to each Plaintiff, totaling \$3,000.00; and
 - (e) and the remainder of the Settlement Payment after deducting items (a), (b), (c), and (d), designated as "Net Settlement Amount" (\$112,258.11), shall be allocated between the LWDA and PAGA employees, with seventy-five percent (75%) of penalties payable to the LWDA (\$84,193.58) ("LWDA Payment") and twenty-five percent (25%) to the PAGA employees (\$28,064.53) ("PAGA Group Payment") pursuant to California's Private Attorneys General Act ("PAGA").
- Defendants shall have no further liability for costs, expenses, interests, attorneys' fees, or

1 for any other charge, expense or liability and shall be released from all Covered Claims, all as set
2 forth in the PAGA Settlement Agreement and Order for Approval of the Representative PAGA
3 Settlement.

4 This "Judgment" is intended to be a final disposition of the above captioned action in its
5 entirety ~~and is intended to be immediately appealable.~~

6
7 Dated: 03/07/2022



William Fahey

William F. Fahey / Judge

Honorable William F. Fahey

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 801 North Brand Boulevard, Suite 970, Glendale, California 91203.

On January 24, 2022 I served the foregoing document(s) described as: **AMENDED [PROPOSED] FINAL JUDGMENT** by method indicated below, on the interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

SEE ATTACHED SERVICE LIST

☐ **BY PERSONAL DELIVERY:** I caused a copy of the document to be delivered personally to the individual(s) named in the attached service list.

☐ **BY OVERNIGHT DELIVERY:** I enclosed the above-listed document(s) in an envelope or package provided by an overnight delivery carrier and addressed it to the referenced in attached service list. I placed the envelope or package for collection and overnight delivery at an area regularly utilized by said delivery carrier.

☐ **BY U.S. MAIL:** I enclosed said document(s) in a sealed envelope or package to each addressee. I placed the envelope for collection and mailing, following our firm's ordinary business practices. I am readily familiar with the firm's practice for collecting and processing correspondence for mailing. Under that practice, the correspondence is deposited with the United States Postal Service, with postage fully prepaid, on the same day in the ordinary course of business.

☒ **BY ELECTRONIC MAIL:** I transmitted the foregoing document(s) by electronic mail from **melisaf@hbklawyers.com** to the electronic mail addresses indicated on the attached mailing list. The transmission was reported as complete and without error.

☐ **BY FAX TRANSMISSION:** I transmitted the foregoing document(s) by facsimile transmission from 818-696-2307 to the facsimile numbers indicated on the attached mailing list. The transmission was reported as complete and without error on the transmission report, which was properly issued by the transmitting facsimile machine and, pursuant to Rule 2.306(h)(4), a copy of which is attached to the original of this proof of service.

☒ (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 24, 2022 at Glendale, California.

/s/ Melisa Flores
Melisa Flores

SERVICE LIST

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